

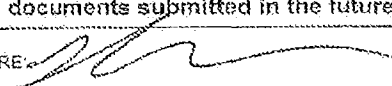


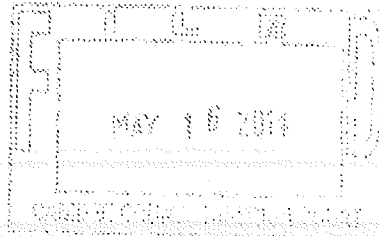
EXHIBIT 1

Appendix XII-B1

() Cash (X) Check

	CIVIL CASE INFORMATION STATEMENT (CIS) Use for initial Law Division Civil Part pleadings (not motions) under <i>Rule 4:5-1</i> Pleading will be rejected for filing, under <i>Rule 1:5-6(c)</i>, if information above the black bar is not completed or attorney's signature is not affixed		FOR USE BY CLERK'S OFFICE ONLY PAYMENT TYPE: <input checked="" type="checkbox"/> FEE <input type="checkbox"/> CA CHG/CK NO: MAY 16 2014 AMOUNT: 275 OVERPAYMENT: 200 BATCH NUMBER: 15-218	
	ATTORNEY / PRO SE NAME Ben Friedman		TELEPHONE NUMBER (856) 719-6600	
	FIRM NAME (if applicable) Law Offices of Ben Friedman		COUNTY OF VENUE Camden	
	OFFICE ADDRESS One Greentree Centre 10000 Lincoln Drive East, Suite 201 Marlton, NJ 08053		DOCKET NUMBER (when available) L 1912-14 DOCUMENT TYPE Complain JURY DEMAND <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
NAME OF PARTY (e.g., John Doe, Plaintiff) Andre DeGerolamo		CAPTION Andrea DeGerolamo v. Fulton Financial Corporation		
CASE TYPE NUMBER (See reverse side for listing) 618	HURRICANE SANDY RELATED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IS THIS A PROFESSIONAL MALPRACTICE CASE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53 A-27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.		
RELATED CASES PENDING? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, LIST DOCKET NUMBERS		
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY (if known) <input type="checkbox"/> NONE <input type="checkbox"/> UNKNOWN		
THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.				
CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION				
DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		IF YES, IS THAT RELATIONSHIP: <input checked="" type="checkbox"/> EMPLOYER/EMPLOYEE <input type="checkbox"/> FRIEND/NEIGHBOR <input type="checkbox"/> OTHER (explain) <input type="checkbox"/> FAMILIAL <input type="checkbox"/> BUSINESS		
DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				
USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION <div style="text-align: center; border: 1px solid black; padding: 10px; margin: 10px auto; width: 200px;"> MAY 16 2014 </div>				
 DO YOU OR YOUR CLIENT NEED ANY DISABILITY ACCOMMODATIONS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION		
WILL AN INTERPRETER BE NEEDED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, FOR WHAT LANGUAGE?		
I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with <i>Rule 1:38-7(b)</i> .				
ATTORNEY SIGNATURE: 				

Benjamin Friedman, Esquire
Law Offices of Ben Friedman
One Greentree Centre
10000 Lincoln Drive, East, Suite 201
Marlton, NJ 08053
(856) 719-6600



ANDREA DEGEROLAMO,

Plaintiff,

v.

FULTON FINANCIAL CORPORATION,

Defendant,

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
CAMDEN COUNTY

DOCKET NO. L 1912-14

CIVIL ACTION

COMPLAINT AND DEMAND FOR

JURY TRIAL

RECEIVED
2014 MAY 16 AM 11:15
FINANCE

Plaintiff, Andrea DeGerolamo brings this action alleging discrimination based on her disability and retaliatory discharge in violation of the New Jersey Law Against Discrimination ("NJLAD") against the Defendant, Fulton Financial Corporation. Plaintiff alleges that Defendant terminated Plaintiff's employment based on Plaintiff's diagnosis as being clinically depressed, and that Defendant further violated the NJLAD by refusing to enter into an inter-active dialogue with Plaintiff aimed at reaching a reasonable accommodation, refusing to provide a reasonable accommodation, and in addition terminating Plaintiff in retaliation for Plaintiff objecting to the discriminatory treatment she had been receiving. Finally, Plaintiff had taken leave under the Federal Medical Leave Act in August of 2012. Defendant violated FMLA by altering Plaintiff's job position when she returned as well as terminating Plaintiff in retaliation for utilizing FMLA.

PARTIES

1. Plaintiff is an individual with her residence at 15 Rawling Street, Berlin, New Jersey.
2. Defendant is a corporation with its principle place of business at 1 Penn Square, PO Box 4887, Lancaster, PA 17604. Defendant is in the business of managing financial institutions throughout the state of New Jersey.

STATEMENT OF FACTS

3. Plaintiff was originally hired by Defendant on or about November 1, 2007 in the capacity of a marketing coordinator. At all times relevant hereto Plaintiff performed her job responsibilities in an exemplary manner.
4. Plaintiff continuing in her career as employed by Defendant without incident until 2012 at which time Plaintiff began to feel great anxiety and depression which was especially aggravated by crowded roadways experienced during the heavy traffic of rush hour. Plaintiff sought medical treatment and was diagnosed with general anxiety disorder and depression. In August of 2012 Plaintiff went out on FMLA in order to seek medical treatment.
5. Plaintiff returned to her job duties as of November 2012 and almost immediately received a scathing and negative performance review even though she had never received a negative review in the past.
6. Plaintiff requested, at the mandate of her doctor, a reasonable accommodation by which she could come in after morning rush hour and leave prior to evening rush hour. Although this

accommodation was originally given, it was shortly thereafter revoked and no further accommodation offered.

7. At the time Plaintiff returned from her FMLA leave Defendant changed the nature of Plaintiff's position so that she was delegated to clerical type work instead of the marketing duties she was previously responsible for in her capacity as marketing manager.

8. Plaintiff attempted to object to her treatment by Defendant by utilizing an ethics review board offered by Defendant. Plaintiff filed an ethics complaint in May of 2013. Plaintiff never received a response from the ethics review complaint but instead was terminated on May 17, 2013.

9. As a result of Defendant's conduct detailed above, Plaintiff has suffered and will continue to suffer grievous economic harm, including but not limited to, the loss of medical insurance, wages, and emotional distress.

COUNT ONE

(VIOLATION OF NJLAD, REFUSAL TO PROVIDE ACCOMADATION)

10. Plaintiff repeats and incorporates the preceding paragraphs as if set forth in their entirety.

11. Plaintiff's medical condition qualified her as being disabled as defined within the NJLAD. Plaintiff's condition required that she receive ongoing medical treatment, and also limited her physical abilities.

12. Defendant did not engage in an interactive dialogue with Plaintiff aimed at reaching a reasonable accommodation, and Defendant ultimately refused any accommodation in violation of the NJLAD.

13. As a result of Plaintiff's disability Defendant terminated Plaintiff from her employment in May of 2013.

14. Defendant's course of action which included refusal to accommodate Plaintiff's disability, giving Plaintiff a poor performance review which did not reflect her actual performance, altering her job duties and finally terminating her employment in retaliation for filing a complaint, are all in violation of both the NJLAD and FMLA.

15. As a direct and proximate result of Defendant's violation of NJLAD Plaintiff has suffered loss of her employment and attendant wages and benefits, including but not limited to medical insurance and emotional distress.

COUNT TWO

(RETALIATORY DISCHARGE IN VIOLATION OF NJLAD)

16. Plaintiff repeats and incorporates the preceding paragraphs as if set forth in their entirety.

17. Plaintiff had engaged in protected activity during the course of her employment by filing an ethics grievance pertaining to the discriminatory treatment she had been receiving by the Defendant as described above.

18. Defendant, in retaliation against the Plaintiff for filing such a grievance discharged Plaintiff from her employment.

19. As a direct and proximate result of Defendant's violation of NJLAD Plaintiff has suffered loss of her employment and attendant wages and benefits, including but not limited to medical insurance and emotional distress.

COUNT THREE

(VIOLATION OF FMLA)

20. Plaintiff repeats and incorporates the preceding paragraphs as if set forth in their entirety.

21. Plaintiff had gone out on approved FMLA leave in August of 2012. Said leave was one to which Plaintiff was entitled to and Defendant was legally obligated to provide.

22. Defendant was additionally obligated to not only hold Plaintiff's position open until her return but also to provide that the position was materially the same as the position she had left.

23. When Plaintiff returned to her employment after her leave the Defendant subjected her to performing clerical work which in essence was a demotion from her previous managerial responsibilities.

24. When Plaintiff objected to this treatment Defendant discharged her from her employment in violation of both the NJLAD and FMLA.

27. As a direct and proximate result of Defendant's violation of NJLAD Plaintiff has suffered loss of her employment and attendant wages and benefits, including but not limited to medical insurance and emotional distress.

RELIEF REQUESTED

WHEREFORE, Plaintiff demands judgment against Defendants and requests the following relief:

- a. Order that Defendants make Plaintiff whole for all losses he has suffered, still suffers, and will suffer in terms of lost wages, benefits, insurance and pension coverage, and any other fringe benefits of his employment.

- b. Order that Defendants, in lieu of reinstating Plaintiff to his position with the Company, compensate him with front pay for the unlawful termination of him;
- c. Award Plaintiff compensatory damages for the injuries, including humiliation and emotional distress damages, suffered as a result of Defendants' violations of the NJLAD and FMLA;
- d. Award Plaintiff punitive damages;
- e. Award Plaintiff attorneys' fees and costs incurred by the need to bring this litigation; and
- f. Grant Plaintiff such relief as the Court deems just and proper

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all issues as permitted by law.

LAW OFFICES OF BEN FRIEDMAN

By: 


BEN FRIEDMAN

Dated: 5/14/14

CERTIFICATION OF PURSUANT TO RULE 4:5-1

1. I certify that, to my knowledge, the matter in controversy is not the subject of any other action pending in Court or of a pending arbitration proceeding.
2. To my knowledge, no other action or arbitration is contemplated.

LAW OFFICES OF BEN FRIEDMAN

By:  _____

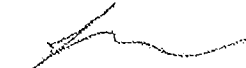
BEN FRIEDMAN

Dated: 6/19/14

DESIGNATION OF TRIAL COUNSEL

Pursuant to Rule 4:25-4, BEN FRIEDMAN, is hereby designated as trial counsel in this matter.

LAW OFFICES OF BEN FRIEDMAN

By:  _____

BEN FRIEDMAN

Dated: 5/14/14

ADMITTED NJ AND PA BAR

BENJAMIN  FRIEDMAN

LAW OFFICES OF BEN FRIEDMAN

One Greentree Centre 10000 Lincoln Drive East Suite 201 Marlton, NJ 08053

P 856.719.6600 C 856.261.8999 F 856.596.8359

<http://www.benfriedmanlaw.com> bfriedman@benfriedmanlaw.com

May 14, 2014

Superior Court of New Jersey
Civil Processing
Hall of Justice
101 South 5th Street – Suite 150
Camden, NJ 08103-4001

Re: **Andrea DeGerolamo v. Fulton Financial Corporation**
Docket No.:

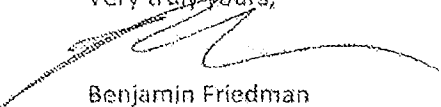
Dear Clerk:

Enclosed please find an original and one copy of the Complaint and CIS in the above captioned matter. Also enclosed is my check in the amount of \$200.00.

Kindly mark the copy filed and return to me in the envelope provided.

Thank you for your attention to this matter.

Very truly yours,


Benjamin Friedman

BF/sg

Enclosures

RECEIVED RECEIVED
2014 MAY 16 AM 10:00 MAY 16 AM 11:15
CAMDEN CIVIL PROCESSING
HALL OF JUSTICE
FINANCE

One Greentree Centre 10000 Lincoln Drive East Suite 201 Marlton, NJ 08053

P 856.719.6600 C 856.261.8999 F 856.596.8359

<http://www.benfriedmanlaw.com> bfriedman@benfriedmanlaw.com